



March 20, 2024

Kathie Brooks  
\_\_\_\_\_  
Interim City Manager

Ms. Cheryl Joiner, Director of Contracts  
Witt O'Brien's, LLC  
818 Town & Country Blvd., Suite 200  
Houston, TX 77024

**Ref: Extension of Professional Services Agreement for Disaster Cost Recovery and Related Grant and Project Management Services**

As you are aware, the above referenced professional services agreement was originally scheduled to end on February 11, 2024. The City of Doral invites your company to extend the term of this agreement for an additional one (1) year. The term of the agreement shall remain in full force and effect. The new expiration date will now be February 11, 2025.

Kindly sign this notice with your acceptance and return at your earliest convenience.

The City wishes to thank you and your team for the services you have provided. It is fully realized that on occasions you have gone over and above that of which was expected of you in your efforts to provide the best possible service to the City of Doral.

Should you have any questions, please do not hesitate to contact me.

Respectfully,

Kathie Brooks  
Interim City Manager

Accepted: Witt O'Brien's

\_\_\_\_\_  
Cheryl Joiner  
Director of Contracts

6/7/2024  
\_\_\_\_\_  
Date

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
WITT O'BRIEN'S, LLC  
FOR  
DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT  
MANAGEMENT SERVICES**

**THIS AGREEMENT** is entered into between **Witt O'Brien's**, an active, Delaware, Limited Liability Company (the "Contractor"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

**RECITALS**

**WHEREAS**, on October 14, 2020 Council Meeting, the City Council of the City of Doral approved Resolution No. 20-202 approving the ranking of Witt O'Brien's as the top ranked proposer to Request for Proposal No. 2020-16 for Disaster Cost Recovery and Related Grant and Project Management Services for the City of Doral ("RFP"); and authorizing the City Manager to negotiate and enter into an agreement; and

**NOW, THEREFORE**, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Contractor and the City agree as follows.

**1. Scope of Services**

The Contractor shall provide all services described herein and other services required coordinating and assisting the City with completing emergency and permanent work projects for federally declared disasters. Activities include grant or FEMA Project Worksheet preparation, grants or project management, and accounting for costs in accordance Federal, State, and local regulations. The Contractor shall supply the necessary personnel with the appropriate qualifications and skill sets to provide the services as delineated below. Services shall be clearly delineated according to the damages caused by each disaster and funding shall be separated to ensure proper accounting for each storm is maintained and all appropriate deadlines and other requirements for grant closure are satisfied. Note, however, the City cannot contract away its duties and obligations as a recipient of Federal and State grant funds. The Contractor shall advise and assist the City with administering these grants as necessary, but the Contractor cannot assume the City duties and responsibilities as a grant recipient.

**2. Deliverables**

- 2.1 The Contractor shall furnish the professional services to the City as outlined in the Request for Proposal No. 2020-16 for Disaster Cost Recovery and Related Grant and Project Management Services, and Contractors Response dated July 20<sup>th</sup>, 2020

and all subsequent documentation, which is attached to this Agreement and incorporated herein under Exhibit "A" and made a part hereof by this reference (the "Contract Documents").

- 2.2 The Contractor agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents.

### **3. Term/Commencement Date**

- 3.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect for two (2) years.
- 3.2 Should the City exercise the optional renewal period(s), the Contractor shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included with this original Agreement.
- 3.3 Contractor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will reasonably ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law.
- 3.4 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to timely perform Services or any portion thereof, the City may request that the Contractor, within a reasonable period of time, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

### **4. Compensation and Payment**

- 4.1 The Contractor shall be compensated the amount to be paid under this Agreement for acceptable performance of Disaster Cost Recovery and Related Grant and Project Management Services described in the Price Proposal of the Contractor's response under Exhibit "C".
- 4.2 Compensation for services completed by the Contractor will be paid in accordance with section 218.70, Florida Statutes, Florida Prompt Payment Act.
- 4.3 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to the Contractor. The City may issue orders to the Contractor upon receipt of funding for the project. In the event the City is not satisfied with the services provided by the Contractor, the City

will hold any amounts due until such time as the Contractor has appropriately addressed the problem. Undisputed amounts shall be paid to the Contractor in accordance to Section 4.2.

**5. City's Responsibilities**

- 5.1 Furnish to Contractor, at the Contractor's written request, all available data pertinent to the Services to be provided by Contractor, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Contractor to enter upon real property as required for Contractor to perform Services as may be requested in writing by the Contractor (if applicable).

**6. Contractor's Responsibilities**

- 6.1 The Contractor shall render the Services in a diligent, careful, thorough and professional manner consistent with good business practice and shall at all times provide City with the most sound and reasonable recommendations and advice. The City in no way assumes or shares any responsibility or liability of the Contractor under this agreement.
- 6.2 Contractor shall abide by the terms of the RFP to the extent not in conflict with this Agreement, including, without limitation, any and all requirements pertaining to the personnel provided by Contractor to provide the Services contemplated herein.
- 6.3 FEMA Public Assistance Advisory Services.
- 6.4 Funding Opportunity Research and Analysis.
- 6.5 Application Development.
- 6.6 Administrative/Grant Support.

**7. Default**

- 7.1 In the event the Contractor fails to comply with any provision of this Agreement, the City may declare the Contractor in default by written notification. The City shall have the right to terminate this Agreement if the Contractor fails to cure the default within ten (10) days after receiving notice of default from the City. If the Contractor fails to cure the default, the Contractor will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Contractor shall return such sums due to the City within ten (10) days after notice that such sums are due. The Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

**8. Termination Rights**

8.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to the Contractor. The Contractor shall have the right to terminate this Agreement for cause upon ten (10) days written notice to the City. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

**9. Insurance**

9.1 The Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required under the RFP. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and included under Exhibit "B". Contractor shall certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

**10. Nondiscrimination**

10.1 During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, gender identity or gender expression or national origin and agrees to abide by all Federal and State laws regarding nondiscrimination.

**11. Attorneys' Fees and Waiver of Jury Trial**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

**12. Indemnification**

12.1 Contractor agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any act directly related to Contractor's performance of the Services or to the extent caused by (a) any act, omission, default or negligence of Contractor in the provision of the Services under this Agreement; (b) Contractor's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Contractor. This indemnification obligation includes, but is not limited to, any act or omission directly related to the performance of the services under this Agreement caused by the Contractor's agents, servants, contractors, patrons, guests or invitees and includes any costs, reasonable attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. As determined by a court of competent jurisdiction, Contractor agrees to pay all claims and losses of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon. Each party reserves the right to select its own legal counsel to conduct any defense in any such proceeding, and prevailing party's costs and fees associated therewith shall be the responsibility of the losing party under this indemnification provision. This paragraph shall not be construed to require Contractor to indemnify the City for its own negligence, willful misconduct or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to be a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

**13. Notices/Authorized Representatives**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Albert P. Childress  
City Manager  
City of Doral, Florida  
8401 NW 53rd Terrace  
Doral, Florida 33166

With a Copy to: Luis Figueredo, Esq.  
City Attorney  
City of Doral, Florida  
8401 NW 53rd Terrace  
Doral, Florida 33166

For the Contractor: Witt O'Brien's, LLC  
Cheryl Joiner  
Director of Contracts  
818 Town & Country Blvd., Suite 200  
Houston, TX 77024  
Phone: 281-606-4721  
Email: [contractrequests@wittobriens.com](mailto:contractrequests@wittobriens.com) copy to  
[cjoiner@wittobriens.com](mailto:cjoiner@wittobriens.com)

With a Copy to: Legal Counsel  
Witt O'Brien's, LLC  
2200 Eller Drive  
Fort Lauderdale, Florida 33136  
Phone: 954-627-5206  
Email: [blong@ckor.com](mailto:blong@ckor.com)

**14. Governing Law**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

**15. Entire Agreement/Modification/Amendment**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

**16. Ownership and Access to Records and Audits**

16.1 All records, books, documents, data, deliverables, papers and financial information (the "Records") that result from the Contractor providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of five (5) years from the date of termination of this Agreement, upon providing Contractor at least a 72 hour written notice, shall have access to and the right to examine and audit any Records of the Contractor involving transactions related to this Agreement.

- 16.3 The City shall have the right to audit Contractor's books and records, at the City's expense, upon prior reasonable notice, with regard to the Services provided to the City under this Agreement. Failure by Contractor to permit such audit shall be grounds for termination of this Agreement by the City. In addition to the foregoing, Contractor consents to the City requesting from the insurance carrier's confirmation of all fees paid to Contractor arising out or related to the City's insurance coverages during the term of this Agreement.
- 16.4 The City may cancel this Agreement for refusal by the Contractor to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
- 16.5 In addition to other contract requirements provided by law, Contractor shall comply with public records laws, specifically to:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the Service;
  - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
  - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

**17. No Assignability**

- 17.1 The Agreement shall not be assignable by Contractor unless such assignment is first approved by the City. The City is relying upon the apparent qualifications and personal expertise of the Contractor, and such firm's familiarity with the City's area, circumstances and desires.

**18. Severability**

- 18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

**19. Independent Contractor**

- 19.1 The Contractor and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This



Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

**20. Representations and Warranties of Contractor**

20.1 Contractor hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

- (a) Contractor, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;
- (b) Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, and licensed and validly doing business and in good standing under the laws of the State of Florida;
- (c) The execution, delivery and performance of this Agreement by Contractor has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Contractor in accordance with its terms; and
- (d) Contractor has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.
- (e) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; ii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iii) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules.
- (f) Contractor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor as agreed upon by both parties.
- (g) CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

**21. Compliance with Laws**

30.1 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services provided hereunder.

**22. Non-Collusion**

22.1 Contractor certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

**23. Truth in Negotiating Certificate**

23.1 Contractor hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Upon written notice from the City, Contractor further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year of the City's issuance of the applicable authorization, or Purchase Order to the Contractor.

**24. Waiver**

24.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

**25. Survival of Provisions**

25.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

**26. Prohibition of Contingency Fees**

26.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**27. Force Majeure**

27.1 It is understood that performance of any act by the City or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, epidemic, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute

service from third parties or City forces as may be necessary to meet City needs as agreed upon by both parties. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

**28. Counterparts**

28.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

**29. Interpretation**

29.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

29.2 Preparation of this Agreement has been a joint effort of the City and Contractor and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

**30. Discretion of City Manager**

30.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

**31. Third Party Beneficiary**

31.1 Contractor and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

**32. No Estoppel**

30.2 Neither the City's review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Contractor's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

**33. Ethics: Conflicts of Interest**

- 33.1 Contractor represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.
- 33.2 Contractor represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.
- 33.3 Contractor represents that it does not employ, directly or indirectly, the mayor, members of the city commission or any official, department director, head of any City agency, or member of any board, committee or agency of the City.
- 33.4 Contractor represents that it does not employ, directly or indirectly, any official of the City. Contractor represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Contractor.
- 33.5 Contractor represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any city agency, any employee of the city or any city agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Contractor or its business.
- 33.6 Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. Contractor further represents that no person having any interest shall be employed or engaged by it for said Services.
- 33.7 Contractor, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Contractor's exercise of judgment or quality of the Services being provided under this Agreement. Contractor, its officers, personnel, subsidiaries and subcontractors shall not

perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City under this Agreement.

- 33.8 Contractor, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.
- 33.9 Contractor shall promptly notify the City in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Contractor intends to undertake and shall request the opinion of the City as to whether such association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by Contractor. The City agrees to notify Contractor by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by Contractor, the City shall so state in its opinion and Contractor may, at its option, enter into i said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by Contractor under this Agreement.
- 33.10 In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

**[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]**

**IN WITNESS WHEREOF**, the parties execute this Agreement on the respective dates under each signature:

Attest:


**CITY OF DORAL**

  
\_\_\_\_\_  
Connie Diaz, City Clerk


By:   
\_\_\_\_\_  
Albert P. Childress, City Manager

Date: FEB 11, 2021

Approved As To Form and Legal Sufficiency for the Use  
And Reliance of the City of Doral Only:

  
\_\_\_\_\_  
Luis Figueredo, Esq.  
City Attorney

**Witt O'Brien's, LLC**

By: Greg Fenton   
\_\_\_\_\_

Its: COO \_\_\_\_\_

Date: 2/8/2021



**EXHIBIT “A”**  
**SCOPE OF SERVICES**

The City of Doral, hereinafter referred to as the “City” desires to contract for Professional Services to provide Disaster Cost Recovery and Related Grant and Project Management Services in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA). Activities include grant or FEMA Project Worksheet preparation, grants or project management, and accounting for costs in accordance with Federal, State, and local regulations.

The Contractor shall provide all services described herein and other services required coordinating and assisting the City with completing emergency and permanent work projects for federally declared disasters. Activities include grant or FEMA Project Worksheet preparation, grants or project management, and accounting for costs in accordance Federal, State, and local regulations. The Contractor shall supply the necessary personnel with the appropriate qualifications and skill sets to provide the services as delineated below. Services shall be clearly delineated according to the damages caused by each disaster and funding shall be separated to ensure proper accounting for each storm is maintained and all appropriate deadlines and other requirements for grant closure are satisfied. Note, however, the City cannot contract away its duties and obligations as a recipient of Federal and State grant funds. The Contractor shall advise and assist the City with administering these grants as necessary, but the Contractor cannot assume the City duties and responsibilities as a grant recipient.

**3.2.1 FEMA Public Assistance Advisory Services**

- 3.2.1.1 Work with City staff to identify needs, priority areas and projects for potential disaster funding with the goal of positioning the City to respond quickly to funding opportunities.
- 3.2.1.2 Conduct on-site inspections, including preliminary damage assessment.
- 3.2.1.3 Identify Cost-effective Mitigation measures under the Stafford Act Section 406.
- 3.2.1.4 Provide extensive knowledge, experience and technical competence in dealing with federal regulations, specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Post-Katrina Emergency Management Reform Act of 2006, and the Sandy Recovery Improvement Act of 2013; and any subsequent disaster recovery act.
- 3.2.1.5 Evaluate and assist in the formation of FEMA PA Emergency and Permanent Work Project Worksheets. This will involve expertise in Cost Estimating,

developing Detailed Damage Descriptions and Dimension (“DDD”) and a project’s Scope of Work (“SOW”).

3.2.1.6 Attend meetings with FEMA, FDEM, and other agencies in conjunction with and on behalf of the City.

### **3.2.2 Funding Opportunity Research and Analysis**

3.2.2.1 Research and identify available disaster funding opportunities. Provide quarterly analysis of all funding opportunities. After a declared event impacting the City, the analysis should be provided weekly until all funds are exhausted.

3.2.2.2 Provide strategic and programmatic guidance on eligible projects for each disaster funding opportunity and assistance with project selection.

3.2.2.3 Identify and advise the City on the applicable federal and state laws that must be followed for application development and compliance in the event of an award.

3.2.2.4 Proactively identify opportunities to maximize Public Assistance and Post-Disaster Mitigation funding.

### **3.2.3 Application Development**

3.2.3.1 Identify, develop and compile supporting documentation. Advise the City of documentation, data or information necessary to complete the application package.

3.2.3.2 Provide grant writing services necessary to complete the application narrative requirements.

3.2.3.3 Develop draft application packages for the City to review and comment, and make any necessary adjustment needed before submitting the final application to the funding agency.

3.2.3.4 Finalize and submit grant application on behalf of the City.

3.2.3.5 Develop a process to efficiently submit Federal grant application, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects.



3.2.3.6 Assist the City in getting the necessary legal documents for proper filing.

3.2.3.7 Provide assistance to the City to ensure policies and processes adhere to FEMA federal grants recovery criteria.

**3.2.4 Administrative/Grant Support**

3.2.4.1 Assist the City with responding to audit findings.

3.2.4.2 Categorize, record, track and file costs support of the financial reimbursement process.

3.2.4.3 Prepare appeals as required.

3.2.4.4 Monitoring Contractor Performance.

3.2.4.5 Provide oversight of contractors' billing to ensure that they invoice in accordance with their contract, and that all costs eligible for the disaster grant funding are documented and claimed.

**EXHIBIT “B”**  
**Minimum Insurance Requirements**

Proposer must submit with their signed contract, proof of insurance meeting or exceeding the following requirements.

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers’ Compensation insurance. Exceptions and exemptions will be allowed by the City’s Risk Manager, if they are in accordance with Florida Statute.

**I. Commercial General Liability**

- A. Limits of Liability
 

Bodily Injury & Property Damage Liability	
Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000
Personal & Advertising Injury	\$2,000,000
Products & Completed Operations	\$2,000,000
  
- B. Coverage / Endorsements Required
  - City of Doral included as an additional insured, to the extent of liabilities assumed by Contractor under this agreement
  - Primary Insurance Clause Endorsement

**II. Workers Compensation**

Statutory- State of Florida

**Employer’s Liability**

A. Limits of Liability:

- \$100,000 for bodily injury caused by an accident, each accident
- \$100,000 for bodily injury caused by disease, each employee
- \$500,000 for bodily injury caused by disease, policy limit

**Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.**

**Waiver of Subrogation in favor of City.**

**III. Professional Liability/Error’s & Omissions**

A. Limits of Liability

Each Claim	\$1,000,000
Policy Aggregate	\$1,000,000
“Retro Date” – Prior to commencement job.	

**IV. Cyber Liability**

A. Limits of Liability	
Each Occurrence	\$2,000,000
Including Liability for Data Breach, Media Content, Privacy Liability and Network Security for third parties. Retro Date – Prior to commencement of job.	

**V. Umbrella/Excess Liability (Excess Follow Form)** can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer’s Liability.

**Subcontractors’ Compliance:** It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 10 days’ written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

Insurance Companies must be authorized to do business in the State of Florida, and must be rated no less than “A-” as to management, and no less than “Class V” as to financial strength, by the latest edition of AM Best’s Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. The City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor’s interests or liabilities but are merely minimums.

**Certificate Holder:**                      **City of Doral**  
   **8401 NW 53rd Terrace**  
   **Doral, FL 33166**

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references as appropriate.

Insurance Companies must be authorized to do business in the State of Florida, and must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of AM Best's Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review by Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities but are merely minimums.

**EXHIBIT “C”**  
**PRICE PROPOSAL**

In consideration for the Services provided herein including Exhibit “A”, Client agrees to pay Contractor for the Services rendered.

Proposers may offer other required positions as necessary with the written approval of the City’s Project Manager. All such positions and applicable hourly rates shall be included but not limited to, travel related expenses, meal allowances, hotel rooms, and any other relevant out of pocket expenses, as well as vehicles, electronics, communications equipment and any other equipment, or facilities necessary to carry out the task.

<b>Position Description</b>	<b>Pre-Disaster Consulting Hourly Rate</b>	<b>Post-Disaster Consulting Hourly Rate</b>
Senior Advisor for Disaster Recovery	\$0	\$0
Technical Assistance Liaison- Operations	\$193	\$193
Appeals Specialist	\$195	\$195
Project / FEMA Reimbursement Manager	\$206	\$206
Technical Assistance Liaison – Financial Management and Administrative Oversight	\$193	\$193
Disaster Recovery Specialist	\$178	\$178
Administrative Support / Data Entry Clerk	\$50	\$50

**Additional Positions Proposed**

<b>Position Description</b>	<b>Pre-Disaster Consulting Hourly Rate</b>	<b>Post-Disaster Consulting Hourly Rate</b>
Senior Hazard Mitigation Specialist	\$193	\$193
Hazard Mitigation Specialist	\$168	\$168

**Senior Advisor for Disaster Recovery**

Provides technical assistance to the City Manager or designee. This individual should demonstrate an extensive knowledge of the operational and regulatory aspects of FEMA/ other agency public assistance

**RESOLUTION No. 20-202**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE RANKING OF RESPONDENTS TO REQUEST FOR PROPOSALS #2020-16 “DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES”; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH WITT O’BRIENS, AS THE TOP RANKED FIRM, SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY, FOR THE PROVISION OF THE CITY’S DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT HIGHEST RANKED FIRM SUCCESSIVELY IF AN AGREEMENT CAN NOT BE NEGOTIATED; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR THE EXPENDITURE OF BUDGETED FUNDS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral (the “City”) issued a Request for Proposal No. 2020-16 for “Disaster Cost Recovery and Related Grant and Project Management Services” (the “RFP”), and the City received four (4) submittals by the July 20, 2020 deadline with all of the firms meeting the required criteria set forth in the RFP; and

**WHEREAS**, the Evaluation Committee met on September 1<sup>st</sup>, 2020 to score and rank the proposals and recommended all four (4) firms to proceed to phase II, the presentation phase. Presentations were held on October 2<sup>nd</sup>, 2020, after the presentations, the committee evaluated and scored the firms based on a three hundred (300) point system; and

**WHEREAS**, staff recommends that the City Council accept the ranking of the firm as specified herein and authorize the City Manager to negotiate and enter into an agreement with Witt O’Briens , or, if negotiations fail with the top ranked firm, to negotiate an agreement with the next highest ranked firm successively until an agreement is reached, for the provision of Disaster Cost Recovery and Related Grant and Project

Management Services for a two (2) year contract period, with an option to renew for three (3) additional one (1) year periods. Funding for this request will be made available from the Emergency Fund General Government's Contractual Services account - 107.50005.500340 and is initially funded by the General Fund. If funds are recovered for these expenditures from FEMA or another grant source, the General Fund will be reimbursed; however, should the expenditures not be approved, it will remain with the General fund; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Approval of Rankings.** The City Council hereby approves the ranking of the four (4) firm as provided by the Evaluation Committee as follows:

1. Witt O'Brien's
2. IEM Inc.
3. Consult Optimum LLC
4. Brenco LLC

The foregoing rankings do not vest any contractual rights on any of the foregoing parties.

**Section 3. Authorization to Procure Services.** The City Manager is hereby authorized to negotiate with Witt O'Briens, as the top ranked firm, and enter into an agreement, or, if negotiations fail with the top ranked firm, to negotiate an agreement with the next highest ranked firm successively until an agreement is reached, subject to approval by the City Attorney, as to form and legal sufficiency, for the provision of Disaster

Cost Recovery and Related Grant and Project Management Services, for a two (2) year contract period, with an option to renew for three (3) additional one (1) year periods, payable from the Emergency Fund General Government's Contractual Services account 107.50005.500340; and

**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon adoption.



The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Councilmember Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 14 day of October, 2020.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY